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## 1. Introduction

- 1.1. A Customer's Contract binds them to this Policy.
- 1.2. This document is the Fees and Prices Policy referred to in the Contract.
- 1.3. This Policy should be read in conjunction with, and is subject to, the Contract, any relevant Policies, the *Water Act 2007* (Cth), the *Water Market Rules 2009* (Cth), the *Water Charge Rules 2010* (Cth), the *Water Management Act 2000* (NSW) and all other relevant laws, rules, regulations and orders.

## 2. Definitions and interpretation

- 2.1. In this Policy, the following words have these meanings unless the contrary intention appears:
  - 1) **Annual Account Administration Fee** means the amount payable for the minimum servicing Costs of each Customer's account, including postage, printing, and related banking costs. Customers who elect to receive their invoices by email qualify for the online account administration fee. Customers who do not qualify for the online account administration fee are charged the manual account administration fee.
  - 2) **Annual Landholding Access Fee** means the amount payable as part of the Network Access Fee for the continuing physical access to the operation and maintenance of the Company's irrigation infrastructure and network;
  - 3) **Annual Delivery Entitlement Fee** means the amount payable per Delivery Entitlement in respect of each year based on the recovery of the Costs (whether recurrent or capital) incurred by the Company in relation to the provision of a right of access to the Company's irrigation infrastructure for the Costs of operation and management of all systems and including an Asset Maintenance Renewal Reserve contribution to set aside funds for the future refurbishment and replacement of assets, as set out in the Schedule of Charges;
  - 4) **Annual Outlet Fee** means the amount payable for the recovery of Costs for the full lifecycle of maintenance and refurbishment of the connection point between the Customer's Works and the Company's Works, which may vary for different categories of outlets, as set out in the Schedule of Charges;
  - 5) **Bulk Government Water Charge** means a Government pass-through charge per Water Entitlement in respect of each year based on the recovery of the fees payable by the Company in connection with its Access Licences;
  - 6) **Company** means Murray Irrigation Limited ACN 067 197 933;
  - 7) **Connection Fee** means a fee in respect of the reasonable Costs incurred by the Company by reason only of establishing a physical connection between the Company's Works and the Customer's Works;
  - 8) **Consolidation** means the sum of a Customer's various landholding accounts by the Company by arrangement between the parties for the purpose of achieving the lowest price per Megalitre of the Variable Fees;
  - 9) **Consolidation of Accounts Fee** means the amount payable by the Customer in respect of the cost to administer the accumulation of multiple customer accounts;

- 10) **Contract** means the Entitlements Contract effective between the Company and each Customer from time to time (including all schedules and annexures);
  - 11) **Disconnection Fee** means a fee in respect of the reasonable Costs incurred by the Company by reason only of removing or disabling a physical connection between the Company's Works and the Customer's Works;
  - 12) **Drainage Fee** means a variable fee per Megalitre of Water Allocation delivered, for access to the Company's drainage network for the customer to remove excess water from their property, which may vary for different categories of Landholdings, as set out in the Schedule of Charges;
  - 13) **Fee** has the same meaning as Charges in the Contract;
  - 14) **Fees and Prices** has the same meaning as Charges in the Contract;
  - 15) **Fixed Fees** means those fees that are levied irrespective of the volume of water delivered;
  - 16) **Network Access Fee** means a combination of fees set out in the Schedule of Charges comprising the Fixed Fees of Annual Landholding Access Fee, Annual Outlet Fee, and Annual Account Administration Fee;
  - 17) **Schedule of Charges** means the list of Fees and Prices annexed to this Policy, and published on the Company's website;
  - 18) **Unit of billing** means the measure to which each fee or price applies, including landholding, outlet, account, water entitlement, and megalitre; and
  - 19) **Variable Fee** means the amount payable by the Customer for delivery of a volume of Water Allocation, and for which price points of the Fee may vary for different volumes of water. The variable fee includes Pass-through charges (Recovery of Government water usage charges) per ML, and the Company delivery fee per ML.
- 2.2. In this Policy, unless the contrary intention appears, a word or phrase defined in the Contract has the same meaning in this Policy.
- 2.3. Clause 1.2 (Interpretation) of the Contract applies to this Policy with the necessary changes.
- 2.4. In this Policy, unless the contrary intention appears, reference to Water Allocation ordered for delivery or delivery of a volume of Water Allocation includes any volume of water that the Company determines, in accordance with the Contract, has been taken or delivered.

### 3. Determination of Charges

- 3.1. The Company may, from time to time, determine the charges and any other sums of money payable by the Customer in connection with the Documents or anything connected with their subject matter, including:
- 1) an Annual Account Administration Fee;
  - 2) an Annual Landholding Access Fee;
  - 3) an Annual Outlet Fee;
  - 4) a Variable Fee;
  - 5) a Bulk Water Charge;
  - 6) a Connection Fee;
  - 7) a Disconnection Fee; and
  - 8) a Drainage Fee.

- 3.2. Fees in respect of a class of Water Entitlements may be different from fees in respect of any other class of Water Entitlements.
- 3.3. Subject to the law, the Company may, at any time, vary, amend, supplement, or replace a determination made under rule 3.1.

## 4. Schedule of Charges

- 4.1. The Company must publish a Schedule of Charges on its website.
- 4.2. The omission of a fee or price from the Schedule of Charges does not reduce, limit, or otherwise affect the Customer's obligation to pay the fee, unless the *Water Charge Rules 2010* (Cth) require the fee or price to be included in the Schedule of Charges and no exemption applies.
- 4.3. The Customer may be eligible for domestic category pricing as set out in the Schedule of Charges if the annual water usage is less than or equal to two Megalitres per house situated on the Landholding (or a total of two Megalitres if no houses are present), and at least one of the following apply
  - 1) no irrigation outlets supply the Landholding; or
  - 2) there is an outlet piped directly to a house, dam, or tank.
- 4.4. If the Customer is not eligible under clause 4.3 then irrigation category pricing will apply.

## 5. Network Access Fee

- 5.1. The Network Access Fee is payable in respect of each Unit of Billing held by the Customer at 12.00 am on 1 July in the relevant financial year and each Unit of Billing acquired by the Customer subsequent to that date but before the date of the relevant notice specifying that the Network Access Fee is payable.
- 5.2. The Network Access Fee is payable whether or not an outlet is used.

## 6. Payment of Charges

- 6.1. The Customer must pay to the Company the Charges shown as payable on each notice issued by the Company by the date specified in the notice (or a later date determined by the Company) and by one of the methods specified in the notice.
- 6.2. The Company may, at any time, vary, amend, supplement, or replace a notice given under rule 5.1 by giving notice to the Customer.
- 6.3. The Company generally gives notice of Charges quarterly in arrears, with the due date for payment stated in the notice.
- 6.4. Where the Customer has failed to pay by the date specified in the notice, the Customer becomes non-financial and is in breach of the Contract. In such circumstances, the Company will manage the debt in accordance with the Company's Debt Management Framework and Procedure, and may exercise its rights under the Contract.

## 7. Decommission of outlets

- 7.1. A Customer may apply to the Company to decommission an outlet by:
  - 1) Submitting to the Company an application, in the form prescribed by the Company, which is completed and duly executed to the Company's satisfaction, which includes

- all documents required for the application, and in respect of which the relevant Charge has been paid; and
- 2) paying the Disconnection Fee to the Company;
- and the Company may:
- 3) approve the application; or
  - 4) refuse the application and refund any Disconnection Fee paid under rule 7.1(2).

## **8. Disconnection Fee**

- 8.1. The Company may remove or disable all physical connections between the Company's Works and the Customer's Works.
- 8.2. The Customer must pay a Disconnection Fee to the Company if the Company removes or disables a physical connection between the Company's Works and the Customer's Works whether pursuant to rule 8.1 or at the request of the Customer, unless the Company specifically waives such Fee.